



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract with Chrisp Company, of Fremont, for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 (\$73,185.90)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract with Chrisp Company, of Fremont, for extruded thermoplastic lane line marking for various City streets for Fiscal Year 2012/13, in the amount of \$73,185.90.

BACKGROUND INFORMATION: This project will apply extruded thermoplastic product on approximately 30 percent of all lane line marked City streets.

Extruded thermoplastic material has proven to be a superior product to sprayed thermoplastic. Although extruded thermoplastic costs approximately 12 percent more than sprayed thermoplastic, it is expected to last 67 percent longer (five years vs. three years).

A recap of the types of lane line markings and quantities for this contract is shown below:

<u>LANE LINE TYPE</u>	<u>MILES</u>
4 Broken White	7.82
4 Broken Yellow	3.21
6 Broken White	1.19
Double 4 Yellow	8.72
4 Solid White	1.55
6" Solid White	6.27
8" Solid White	0.90
Continuous Left	3.72
Total Miles	33.38

Specifications for this project were approved on April 18, 2012. The City received the following two bids for this project on May 23, 2012. The project estimate for this project was \$80,000.

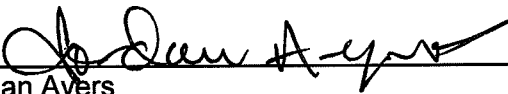
Bidder	Location	Bid
Chrisp Company	Fremont, CA	\$73,185.90
Centerline Striping Company	Elk Grove, CA	\$75,631.90

APPROVED: _____

Konradt Bartlam, City Manager

FISCAL IMPACT: The annual cost for traffic stripes will decrease by 33 percent using the longer-life product.

FUNDING AVAILABLE: Measure K (325035).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director - Utilities
Compliance Engineer

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES
VARIOUS CITY STREETS 2012
CONTRACT**

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THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and CHRISP COMPANY herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES
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ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete the installation of approximately 33.4 miles of extruded thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for the above project. The City shall provide thermoplastic material as specified in Section 6-03 of these specifications to be used as part of this project. The streets scheduled to receive traffic stripes are shown in the Specifications for Extruded Thermoplastic Traffic Stripes, Various City Streets, 2012, Appendix A.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES,
VARIOUS CITY STREETS 2012
BID SUMMARY**

TRAFFIC STRIPES	EST'D QTY	UNIT	UNIT PRICE	TOTAL PRICE
4" Broken Yellow	16,965	LF	\$0.18	\$3,053.70
6" Broken White	6,305	LF	\$0.40	\$2,522.00
Double Yellow	46,030	LF	\$0.62	\$28,538.60
4" Solid White	8,205	LF	\$0.31	\$2,543.55
6" Solid White	33,085	LF	\$0.50	\$16,542.50
8" Solid White	4,730	LF	\$0.62	\$2,932.60
Continuous Left	19,625	LF	\$0.49	\$9,616.25
Total Lineal Feet	176.260			\$73.185.90

References must be submitted with bid proposal as described in Section 2.1400

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or

materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the 30 WORKING DAYS. Contractor agrees not to begin performing the Cherokee Lane segment of the Project until the city's concurrent crack sealing project has been completed and cured on that segment. Contractor agrees not to pursue any delay claims associated with coordinating this project with the crack sealing project.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES
VARIOUS CITY STREETS 2012
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WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated: _____

Authorized Signature

Title

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()
Telephone

CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager

Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2012-92

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CONTRACT FOR EXTRUDED
THERMOPLASTIC LANE LINE MARKING FOR VARIOUS
CITY STREETS FOR FISCAL YEAR 2012/13

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 23, 2012, at 11:00 a.m., for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Chrisp Company	\$73,185.90
Centerline Striping Company	\$75,631.90

WHEREAS, staff recommends awarding the contract for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 to the low bidder, Chrisp Company, of Fremont, California, in the amount of \$73,185.90.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 to the low bidder, Chrisp Company, of Fremont, California, in the amount of \$73,185.90; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-92 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk